



**Town of Summerville
Council Meeting
Summerville Municipal Complex
Thursday, August 11, 2016
6:00 p.m.
A G E N D A**

- 1. Invocation and Pledge of Allegiance:** Bob Jackson
- 2. Public Comment**
- 3. Approval of Minutes of Previous Meetings**
 - a. Council Meeting, July 13, 2016
- 4. Approval of Council Committee Reports**
 - a. Planning and Development Committee Report, August 8, 2016
 - b. Finance Committee Report, August 8, 2016
- 5. Petitions**
 - a. Authorization to accept the petition and have first reading of an ordinance to annex Dorchester County TMS #145-13-11-012, located at 117 Live Oak Road, approximately 0.39 acres, owned by Lonnie and Dolores Denton, currently zoned R-2 "Residential" in Dorchester County, to be zoned R-2 "Single Family Residential" upon annexation
- 6. Pending Bills and Resolutions**
 - a. Second and final reading an ordinance to annex Berkeley County TMS #232-00-01-018 located on Berkeley Cir., approximately 0.568 acres, owned by Azalea 888 Zhou Tang, currently zoned GC "General Commercial" in Berkeley County, to be zoned B3 "General Business" upon annexation
- 7. Introduction of Bills and Resolutions**
 - a. Introduction and first reading of an ordinance to rezone TMS #136-00-00-093 located at 155 Droze Lane, approximately 7.25 acres, owned by Paul Grove, currently zoned R2 "Single Family Residential" to be rezoned R-3 "Single Family Residential (attached buildings)"
- 8. Miscellaneous**
 - a. Authorize the execution of a Cooperation Agreement between the United States of America and the Town of Summerville for rehabilitation of the Sawmill Branch Flood Control project

- b. Authorize Town Administrator to select town's representative to serve on a committee to formulate a plan related to annexed properties in the Old Fort Fire District in accordance with State Code Section 5-3-311
- c. Authorize an Ordinance to Set a Special Election Date on the Question of Changing the Form of Municipal Government from Council form to Mayor-Council Form
- d. Discussion of Recycling
- e. Discussion of Security System Proposal
- f. Mayor's Remarks

9. Executive Session – To discuss legal matters related to pending litigation related to the Sawmill Branch Trail and legal matters related to pending litigation regarding the Dorchester Hotel project, the public-private partnership agreement and Croft vs. Town of Summerville and impending litigation regarding Applegate & Co. and to discuss contractual matters related to an economic development project known as Project Blue

10. Other Business – Action to be Taken by Council Related to Executive Session

11. Adjourn

Wiley Johnson, Mayor

Council Members:

Bob Jackson, Mayor Pro-Tem
Walter Bailey
Aaron Brown
Christine Czarnik
Kima Garten-Schmidt
William McIntosh



Town Administrator
Colin L. Martin

Town Clerk and Treasurer
Lisa L. Wallace

Town Attorney
G.W. Parker

Town of Summerville

COUNCIL MEETING MINUTES

July 13, 2016

ATTENDANCE

Present: Mayor Wiley Johnson, Mayor Pro-Tem Bob Jackson and Council members Walter Bailey, Aaron Brown, Christine Czarnik, and Bill McIntosh. Kima Garten-Schmidt was absent. Town Administrator Colin Martin, Director of Administrative Services and Clerk/Treasurer Lisa Wallace, and Town Attorney G.W. Parker were also present. Members of the press and the public were duly notified of the meeting and were also present.

CALL TO ORDER

The regular monthly meeting of Summerville Town Council was called to order at 6:30 p.m. on Wednesday, July 13, 2016. The meeting was opened with prayer by Mr. Brown followed by the Pledge of Allegiance.

PRESENTATION

Mayor Johnson announced that the first order of business was a presentation to retiring Chief of Police and Public Safety Director, Bruce Owens. He and members of council presented Chief Owens with a plaque commemorating his years of service with the town. Mayor Johnson thanked Chief Owens adding that the plaque does not truly recognize the sentiments of the town council and the people of Summerville for his service to the community. Chief Owens thanked the council and the men and women of the Summerville Police Department and Summerville Fire & Rescue for their support and especially thanked the citizens of the community for their relationship and support.

PRESENTATION

Mayor Johnson called forward Carolyn Tomlinson, Dorchester County Director of Recycling and Education. Ms. Tomlinson reported that she and Lisa Hamilton of Keep Dorchester County Beautiful were presenting the Summerville Saltwater Anglers with an award for their work on the Ashley River at Jessen Board Landing. Members of the group were called forward to receive the award and thanked for their clean-up efforts.

PUBLIC COMMENTS

Mayor Johnson called for any comments from the public. Jane Orenstein stated that she took exception to Mr. Brown's invocation. She stated that not everyone is a Christian adding that there are Christians, Jews, Muslims, and other others in the community and would like those

members of the community to be recognized also. Diane Frankenberger gave some history of the Red, White and Blue event in the Town of Summerville. She reported that this year's event

Council Meeting Minutes
July 13, 2016

Page 2

was used by one group's political cause directly related to the Mayor including the solicitation of signatures calling for a referendum to change the town's form of government. Additionally, she reported that police officers asked the group to move and were later questioned by the Mayor about who had instructed them to tell the group to move. She also stated that the Mayor is on her prayer list and that she wants the best for him.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Mr. McIntosh made a motion, seconded by Mr. Jackson, to approve the minutes of the June 8, 2016 council meeting as presented. The motion carried unanimously.

APPROVAL OF COUNCIL COMMITTEE REPORTS

Mr. McIntosh made a motion, seconded by Mr. Brown, to approve the July 6, 2016 Planning and Development Committee Report, the July 6, 2016 Public Works Committee Report and the July 6, 2016 Finance Committee Report as submitted. The motion carried unanimously.

PETITIONS

Mr. Jackson made a motion, seconded by Mr. Brown to accept the petition and have first reading of an ordinance to annex Berkeley County TMS # 232-00-01-018 (approximately 0.568 acres) owned by Azalea 888 Zhou Tang, LLC, currently zoned GC "General Commercial" in Berkeley County, to be zoned B3, "General Business" upon annexation into the Town of Summerville. The motion carried unanimously.

PENDING BILLS AND RESOLUTIONS

Mr. Brown made a motion, seconded by Mr. Bailey, to have second and final reading of an ordinance to annex Dorchester Co. TMS # 130-00-00-002, (3.25 acres) located at 100 Four Paws Lane, owned by Dorchester Society for the Prevention of Cruelty to Animals currently zoned R-4, Multi-Family Residential to be zoned B-3, General Business. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Ms. Czarnik, to have second and final reading of an ordinance to amend Chapter 2, Section 2-92 of the Code of Laws of the Town of Summerville relating to the date and hour of regular council meetings. Ms. Wallace reported that this would change the regular council meetings from the second Wednesday of the month to the second Thursday of the month at 6:00 p.m. The motion carried unanimously.

Mr. Jackson made a motion, seconded by Ms. Czarnik, to have second and final reading of an ordinance to amend Chapter 32, Section 32-176 (a) of the Code of Laws of the Town of Summerville relating to date of regular meetings of the Board of Architectural Review. Ms. Wallace reported that the BAR meetings would change from the first Monday of the month to the first Tuesday of the month. The motion carried unanimously.

INTRODUCTION OF BILLS AND RESOLUTIONS

Mayor Johnson reported that there were no new bills or resolutions.

MISCELLANEOUS

Mayor Johnson asked Councilman Bailey to provide an update on negotiations with Old Fort Fire Department (relating to annexations). Mr. Bailey reported that negotiations have reached an impasse noting that Old Fort rejected an attempt to have another meeting unless the town's position had changed. Mr. Bailey added that since an agreement could not be reached, statute requires that the town and Old Fort each select someone to represent them on a committee and that the two committee members then agree to a third committee member to bring this matter to resolution. Mr. Bailey suggested that the town go ahead and appoint its member to the committee. Mayor Johnson asked if the council would make that appointment. Mr. Bailey responded that he felt that the Town Administrator could make that appointment. There were no objections to that suggestion.

Mr. Jackson made a motion, seconded by Mr. Bailey, to approve the site plan for the Dorchester County EMS (Medic 2) station located on Travelers Boulevard (TMS # 161-08-02-009), zoned PL "Public Lands" as presented. The motion carried unanimously

EXECUTIVE SESSION

Mr. Brown made a motion, seconded by Ms. Czarnik, to enter into executive session at 7:00 p.m. to discuss contractual matters and receive legal advice related to the Dorchester Hotel project, the Applegate public-private partnership agreement and Croft vs. Town of Summerville and to receive legal advice on pending litigation related to the Sawmill Branch Trail.

Council returned to public session at 7:33 p.m. and announced that no action was taken.

ADJOURN

There being no further business, the meeting adjourned at 7:34 p.m. on motion of Mr. Jackson, seconded by Ms. Czarnik.

Respectfully submitted,

Lisa Wallace, Director of Administrative
Services and Clerk/Treasurer

APPROVED:

William W. Johnson, Mayor

PLANNING AND DEVELOPMENT COMMITTEE

REPORT for

August 8, 2016

5:30 PM

TOWN HALL – Council Chambers
200 S. Main Street, Summerville, SC

The Planning and Development Committee of Town Council met on August 8, 2016 at 5:30 PM. The meeting was held in the Training Room of Town Hall, 200 S. Main Street, Summerville, SC. Committee members present included Bill McIntosh, Council District 4, Chairman; Walter Bailey, Council District 3; and, Bob Jackson, Council District 6. Staff members present included Madelyn Robinson, AICP, Director of Planning & Economic Development and Jessi Shuler, AICP, Town Planner and Zoning Administrator. All councilmembers including the Mayor were in attendance.

The meeting was called to order at 5:30 PM by Mr. McIntosh.

New Business:

The first item under new business was the request to annex Dorchester County TMS#145-13-11-012, located at 117 Live Oak Rd., approximately 0.39 acres, owned by Lonnie R. Denton, Sr., and Dolores G. Denton, zoned R2, Residential in Dorchester County, to be zoned R2, Single Family Residential upon annexation into the Town of Summerville's municipal limits. Staff presented the request. Mr. Jackson made motion to send the request to Town Council for full approval with Mr. Bailey making the second. Following no additional discussion, the motion carried unanimously.

The second item under new business was the request to rezone TMS# 136-00-00-093, located at 155 Droze Rd., approximately 7.25 acres, owned by Paul Grove; currently zoned R2, Single Family Residential to be rezoned to R3, Single Family Residential (attached buildings). Staff presented the request. The Committee asked where those who called asking questions and commented at the meeting live and staff responded they were along Droze Rd. but that they all were asking about the request and one voice support for the development. Staff also stated that there were no comments offered in opposition to the request. Mr. Bailey made a motion to send the request to Town Council for full approval with Mr. Jackson making the second. Following no additional discussion, the motion carried unanimously.

Following no additional business or discussion, the meeting was adjourned at 5:37 PM with a motion by Mr. Jackson and a second by Mr. Bailey.

Respectfully submitted,

Madelyn Robinson

Madelyn Robinson, AICP
Director of Planning & Economic Development

August 10, 2016

**TOWN OF SUMMERVILLE
FINANCE COMMITTEE REPORT
AUGUST 8, 2016**

The Finance Committee met on Monday, August 8, 2016 at 5:42 p.m. in Council Chambers immediately following the Planning and Development Committee meeting which began at 5:30 p.m. Present were Mayor Wiley Johnson, Mayor Pro-Tem Bob Jackson and Council members Walter Bailey, Aaron Brown, Christine Czarnik, Kima Garten-Schmidt, and Bill McIntosh. Also present were Town Administrator Colin Martin, Town Attorney G.W. Parker, Director of Administrative Services and Clerk/Treasurer Lisa Wallace and Finance Director Belinda Harper. Other staff members, members of the press and members of the public were also present.

Welcome	Mayor Johnson opened the meeting at 5:42 p.m.
Presentation of Financial Report	Belinda Harper presented the July 2016 financial report. The report was accepted as information.
Approval of Financial Requisitions	<p>There was some discussion of the request to award the bid and issue a purchase order to Codelynix in the amount of \$68,384 for a security camera and access system for the municipal complex to be paid from fund balance. Mr. Jackson initially made a motion to delay consideration of this item until the upcoming budget retreat to consider in the 2017 budget; however, it was pointed out that the bids are only good for up to 90 days. After further discussion, Mr. Jackson withdrew his motion and made a motion, seconded by Mr. McIntosh, that council review the plan and revisit the request within 90 days. Mr. Bailey, Ms. Garten-Schmidt, Mr. Brown, Mr. Jackson, and Mr. McIntosh voted in favor of the motion. Ms. Czarnik and Mayor Johnson voted against the motion. The motion carried.</p> <p>Ms. Garten-Schmidt made a motion, seconded by Mr. Jackson, to award the bid and issue a purchase order to Southeast Pipe Survey in the amount of \$32,816 for lining of 300' of pipe in Marlin Estates to be paid from Stormwater fund balance. The motion carried unanimously.</p> <p>There was some discussion of the request to issue a purchase order to Vic Bailey Ford in the amount of \$54,846 for (2) 2016 K-9 Ford Explorers on state contract to be paid from fund balance and authorization to transfer \$49,943 from fund balance to fund markings and equipment for the (2) K-9 Ford Explorers. There was some concern about utilizing the fund balance for this request. After discussion, Ms. Garten-Schmidt made a motion, seconded by Mr. Bailey, that these two requests be approved. Ms. Czarnik, Mr. Bailey, and Ms. Garten-Schmidt voted in favor of the motion, Mr. Brown, Mr. McIntosh, Mr. Jackson and Mayor Johnson voted against the motion and the motion failed.</p>
Discussion of Proposed/Upcoming Council Agenda	Mr. Bailey noted the addition of a new item entitled "Mayor's Comments" to the agenda and asked that there be more specificity so the public and councilmembers would know the subject. Ms. Garten-

Items

Schmidt asked if it would be better to have it at the beginning of the meeting. Mayor Johnson pointed out that the agenda items are set by ordinance and that the place where it would be most appropriate is under "Miscellaneous". Mr. Bailey made a motion to require that the agenda item, "Mayor's Comments", be more specific to make members of the public aware of the topic. Mayor Johnson stated that it is common practice to allow time for a President or Chairman of a board or committee time to make general comments that require no action. Mayor Johnson then called for a second to the motion. There being no second to the motion, the motion failed.

Miscellaneous

Mr. Martin gave a brief explanation of the process for selecting the proposed 2016/2017 town health insurance program and introduced George Karnazes of Gallagher Benefit Services to answer any questions. Mr. Karnazes briefed council on the new plan coverage and provided answers to various questions. After discussion, Mr. Brown made a motion, seconded by Mr. McIntosh, to accept the Blue Cross/Blue Shield proposal as presented. The motion carried unanimously.

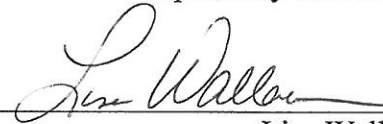
There was some discussion of the need to set the town's millage rate by the end of August in order to give the counties time to adequately make any changes to the tax bills. There was some concern about setting the town's millage rate prior to the 2017 budget retreat. After some discussion, Mr. McIntosh made a motion, seconded by Mr. Brown, to reduce the town's millage rate from 61.9 to 61.0 mills. He explained that he has been pushing for a millage reduction over the last few years noting there have been budget surpluses over the last several years. He added that this would equate to a loss of approximately \$160,000 in revenue to the town. After further discussion, Mayor Johnson called for the vote. Mr. Bailey, Ms. Czarnik, Ms. Garten-Schmidt, Mr. Brown, Mr. Jackson and Mr. McIntosh voted in favor of the motion. Mayor Johnson voted against the motion. The motion passed.

There was some discussion about the proposed use of the National Guard Armory building and the Hutchinson Square revitalization project. Mayor Johnson stated that he would like to appoint a committee to review those projects and make a recommendation to council. Mr. Brown suggested that these items be addressed by the Parks and Recreation Committee. There were no objections to this suggestion. Mayor Johnson announced these items would be turned over the Parks and Recreation Committee and requested they provide a report at the next Finance meeting.

Mr. Jackson made a motion, seconded by Mr. Brown, to authorize a Parks and Recreation vehicle, (R-56) to be declared as surplus and authorize the sale of the vehicle. The motion carried unanimously.

	<p>The Finance Committee continued discussions of recycling options. Mr. Martin reported that Waste Pro has agreed to an "Opt-in" option for co-mingled recyclables for residents at a cost of \$2.78 per month. There was some question about whether citizens could still utilize the paper and cardboard only option they currently receive without "Opting-in" and paying an additional charge. There was also some question about how the residents would be charged the fee (monthly or quarterly). Mr. Martin stated he would clarify the answers to those questions and report back to council.</p>
Executive Session	<p>Mr. Jackson made a motion, seconded by Mr. Brown, to enter into executive session at 7:24 p.m. to discuss legal matters related to litigation regarding the Dorchester Hotel project, the public-private partnership agreement and impending Applegate & Co. litigation; and to discuss contractual matters related to a potential economic development project known as Project Blue. The motion carried unanimously.</p> <p>The Finance Committee returned to open session at 8:07 p.m. and announced that no action was taken in executive session.</p>
Action Related to Executive Session	<p>There was no action taken related to executive session.</p>
Adjourn	<p>There being no further business, the meeting adjourned at 8:08 p.m.</p>

Respectfully submitted,



Lisa Wallace
Director of Administrative Services,
Clerk & Treasurer

ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THIS PARCEL OWNED BY LONNIE RAY AND DELORES MABEL DENTON ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEED AND PREPARED PLAT ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owner of the real estate designated as Dorchester County TMS # 145-13-11-012, located at 117 Live Oak Road, described as 1 lot (0.39 acres), has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Members of Town Council duly assembled;

SECTION I. That the described land on the attached deed and prepared plat, contiguous to the boundary of the Town of Summerville is hereby annexed to, taken into and made a part of the Town of Summerville and including the public roadway (s) immediately adjacent to the property lines of the parcel for the purposes of providing public service to the parcel.

SECTION II. That the property above described and hereby annexed shall be Zoned R2 "Single Family Residential" and be classified as R2 "Single Family Residential" under the Zoning Ordinance of the Town of Summerville.

Ratified this _____ day of _____, 2016 A.D.

William W. Johnson, Mayor

Lisa Wallace, Clerk to Council

PUBLIC HEARING: July 27, 2016

FIRST READING: August 11, 2016

SECOND READING:



ORDINANCE

TO ANNEX TO, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE TOWN OF SUMMERVILLE, THIS PARCEL OWNED BY AZALEA 888 ZHOU TANG, LLC ADJACENT TO THE BOUNDARY LINE OF THE TOWN, AS DESCRIBED ON THE DEED AND PREPARED PLAT ATTACHED HERETO AND INCORPORATED BY REFERENCE:

WHEREAS, the owner of the real estate designated as Berkeley County TMS # 232-00-01-018, located on Berkeley Circle, described as 1 lot (0.568 acres), has petitioned the Town Council of the Town of Summerville to annex into the Town of Summerville.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Members of Town Council duly assembled;

SECTION I. That the described land on the attached deed and prepared plat, contiguous to the boundary of the Town of Summerville is hereby annexed to, taken into and made a part of the Town of Summerville and including the public roadway (s) immediately adjacent to the property lines of the parcel for the purposes of providing public service to the parcel.

SECTION II. That the property above described and hereby annexed shall be Zoned B3 "General Business" and be classified as B3 "General Business" under the Zoning Ordinance of the Town of Summerville.

Ratified this _____ day of _____, 2016 A.D.

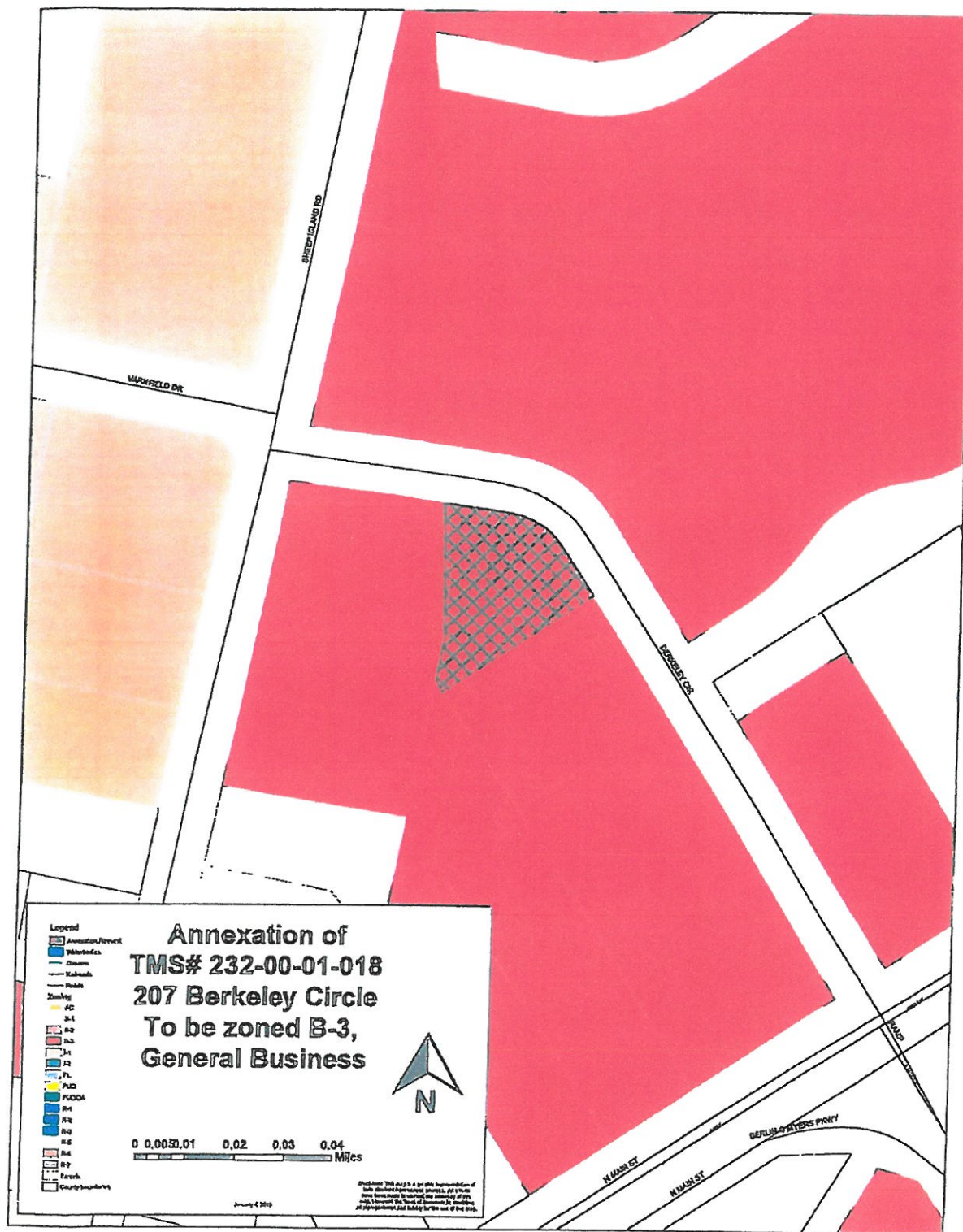
Wiley Johnson, Mayor

Lisa Wallace, Clerk to Council

PUBLIC HEARING: June 20, 2016

FIRST READING: July 13, 2016

SECOND READING: _____



ORDINANCE

To Amend the Zoning Map of the Town of Summerville

BE IT ORDAINED, by the Mayor and Council members of the Town of Summerville in Council assembled that the parcel owned by Paul D. Grove located at 155 Droze Road and known as Dorchester TMS# 136-00-00-093 to be rezoned to the classification of R3 "Single Family Residential (attached buildings)" from the classification of R2 "Single Family Residential".

The Zoning Map of the Town of Summerville is hereby amended so as to incorporate this change.

Ratified this _____ day of _____, 2016.

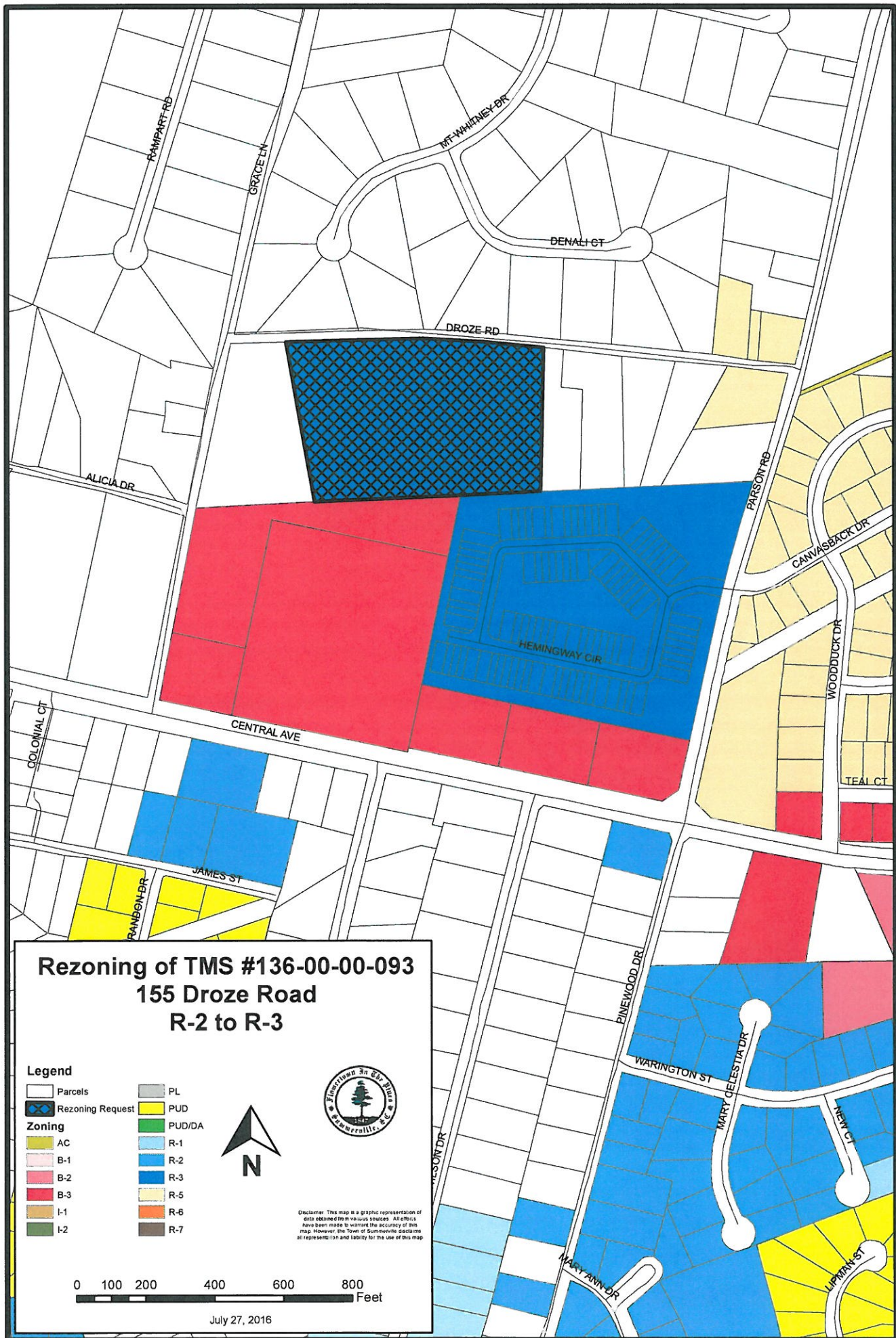
William W. Johnson, Mayor

Lisa Wallace
Clerk to Council

PUBLIC HEARING: July 27, 2016

FIRST READING: August 11, 2016

SECOND READING: _____



**COOPERATION AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
and
THE TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA
for
REHABILITATION OF A FEDERAL FLOOD CONTROL WORK
known as
SAWMILL BRANCH SMALL FLOOD CONTROL PROJECT
TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA**

THIS AGREEMENT, entered into this _____ day of _____, 2016, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Charleston District, U.S. Army Corps of Engineers, and the TOWN OF SUMMERVILLE, DORCHESTER COUNTY, SOUTH CAROLINA, (hereinafter referred to as the "Public Sponsor"), represented by Mayor Wiley Johnson for the Town of Summerville, Dorchester County, South Carolina.

WITNESSETH THAT:

WHEREAS, the Government constructed a flood control project (hereinafter referred to as the Project) authorized by Section 205 of the Flood Control Act of 1948, Public Law 858, 80th Congress, 2nd Session, as amended by Section 205 of the Flood Control Act of 1962, Public Law 874, 87th Congress, and governed by a Letter of local cooperation dated May 24, 1968, and by a Certificate of easements, right-of-entry, legal authority, and financial ability dated May 2, 1969, and which remain in full effect;

WHEREAS, pursuant to 33 United States Code (U.S.C.) 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by flood;

WHEREAS, via written correspondence, the Public Sponsor has requested the Government to repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

WHEREAS, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort, in accordance with the terms of this Agreement;

NOW, THEREFORE, the Government and the Public Sponsor agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

A. The term “Rehabilitation Effort” shall mean to restore the Project to a pre-disaster condition and level of protection, including restoration of the damaged bank areas, and not including any betterments, as generally described in a report entitled Project Information Report PL 84-99 Rehabilitation of Damaged Flood Control Works, Sawmill Branch, Summerville, South Carolina, dated December 30, 2015, and approved by the Division Engineer on 20 January 2016.

B. The term “Rehabilitation Effort costs” shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to, actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs that correct deferred or deficient maintenance; any increased costs for betterments or Public Sponsor preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term “betterment” shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor, in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

ARTICLE II – OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States and using those funds and funds provided by the Public Sponsor, shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, and suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the Rehabilitation Effort and the Project.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution towards construction of the Rehabilitation Effort in an amount equal to \$ 0 of total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort, and any related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208-10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

ARTICLE III – LANDS, RELOCATIONS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort. The necessary lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, and performing relocations for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged and excavated material disposal, and shall inform all affected persons or applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV – METHOD OF PAYMENT

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor' obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$ 811,000 and the Public Sponsor' share (cash and services in-kind) of total Rehabilitation Effort costs is currently estimated to be \$ 0. In order to meet the Public Sponsor' cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$ 0. The dollar amount set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor' estimated share of the total Rehabilitation Efforts costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED Charleston District" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contractor claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's share of Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsors shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

ARTICLE V- CREDITING OF IN-KIND SERVICES

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$ 0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocable and allow-ability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

ARTICLE VI – OPERATION AND MAINTENANCE

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33 Code of

Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purposes of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII – FEDERAL AND STATE LAWS

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

ARTICLE VIII – RELATIONSHIP OF PARTIES

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

ARTICLE IX – OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE X – COVENANT AGAINST CONTINGENT FEES

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purposed of securing business. For breach or violation of this warranty,

the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XI – TERMINATION OR SUSPENSION

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Engineer shall terminate or suspend work on the Rehabilitation Effort, unless the District Engineer determines that continuation of work on the Rehabilitation Effort is in the best interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer to future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

ARTICLE XII – HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in total Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with

construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the Government and the Public Sponsor, for any and all necessary clean-up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean-up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean-up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

ARTICLES XIII – NOTICES

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

HONORABLE WILEY JOHNSON
Mayor, Town of Summerville
200 South Main Street
Summerville, SC 29483

If to the Government:

MATTHEW W. LUZZATTO, P.E., PMP
Lieutenant Colonel, EN
Commander, U.S. Army Engineer District, Charleston
69A Hagood Avenue
Charleston, SC 29403

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

IN WITNESS HEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

THE TOWN OF SUMMERVILLE, SC

BY: _____

BY: _____

MATTHEW W. LUZZATTO, P.E., PMP
Lieutenant Colonel, EN
Commander
U.S. Army Engineer District, Charleston

HONORABLE WILEY JOHNSON
Mayor
Town of Summerville, SC

Date: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Honorable Wiley Johnson
Mayor
Town of Summerville, SC

Date: _____

Board Members

Queen E. Bowman
Ron Jaicks
Rodney Profit, Chair
Art Shields, Vice Chair
Cecil Toulon

**Executive Director**

Todd Billman
(843) 832-0187 (843) 563-0187
tbillman@dorchestercounty.net

Deputy Director

Meredith Murray
(843) 832-0115 (843) 563-0115
mmurray1@dorchestercounty.net

Dorchester County Board of Elections and Registration

201 Johnston Street, St. George, South Carolina 29477

August 10, 2016

Attn: Lisa Wallace

This letter serves as confirmation that the referendum petition met the required number of valid signatures. I am attaching three worksheets to this letter showing the amount of signatures checked by each county. The worksheets for Berkeley, Charleston and Dorchester County Boards of Elections and Registration contain an excess of the required number of valid signatures.

If you have any questions or concerns, please contact our office at 843-832-0132.

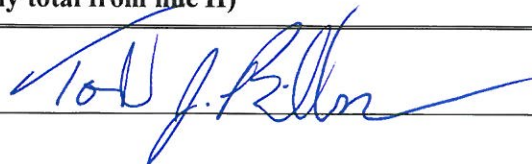
Sincerely,

Todd Billman
Executive Director

PETITION CHECK WORKSHEET		Statement of Purpose If candidate petition, enter name, office, and date of election.	Shall the municipality of Summerville change its form of government from "council" to "mayor-council"?	
Date Petition Submitted		July 25, 2016	Signatures on Petition	6,028
County	Dorchester		Signatures Required	4,345
Part I – Complete this section for all petitions. If using percentage method, report at least the first 500 signatures here and complete Part II for remaining signatures.				
		A. Signatures Checked	4,680	
		B. Signatures Rejected by Reason	Signature missing	10
			Insufficient information to locate record	20
			Not a registered voter	242
			Not a resident of district / area	442
			Inactive voter	31
			Not the voter's signature	28
			Duplicate signature	3
			TOTAL	776
		C. Signatures Valid	3,904	
Part II – Complete this section only if using percentage method (for petitions with more than 500 signatures).				
		D. Total Signatures to Which Percentage Method Applied		
		E. Signatures Checked		
		F. Signatures Rejected by Reason	Signature missing	
			Insufficient information to locate record	
			Not a registered voter	
			Not a resident of district / area	
			Inactive voter	
			Not the voter's signature	
			Duplicate signature	
			TOTAL	0
		G. Signatures Valid		0
		H. Signatures Valid via Percentage Method = $[(G \div E) \times D]$		
		Total Signatures Valid = (C + any total from line H)		3,904

Signature of Official

Supervising Petition Check: _____



Date: 8/10/16

PETITION CHECK WORKSHEET		Statement of Purpose If candidate petition, enter name, office, and date of election.		Shall the municipality of Summerville change its form of government from council to mayor-council?	
Date Petition Submitted		7/25/2016		Signatures on Petition	
				6028	
County		Berkeley		Signatures Required	
				4345	
Part I – Complete this section for all petitions. If using percentage method, report at least the first 500 signatures here and complete Part II for remaining signatures.					
A. Signatures Checked				711	
B. Signatures Rejected by Reason					
Signature missing				0	
Insufficient information to locate record				12	
Not a registered voter				89	
Not a resident of district / area				189	
Inactive voter				1	
Not the voter's signature				18	
Duplicate signature				3	
TOTAL				312	
C. Signatures Valid				399	
Part II – Complete this section only if using percentage method (for petitions with more than 500 signatures).					
D. Total Signatures to Which Percentage Method Applied					
E. Signatures Checked					
F. Signatures Rejected by Reason					
Signature missing					
Insufficient information to locate record					
Not a registered voter					
Not a resident of district / area					
Inactive voter					
Not the voter's signature					
Duplicate signature					
TOTAL				0	
G. Signatures Valid				0	
H. Signatures Valid via Percentage Method = $[(G \div E) \times D]$					
Total Signatures Valid = (C + any total from line H)				399	

Signature of Official

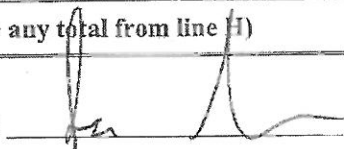
Supervising Petition Check:



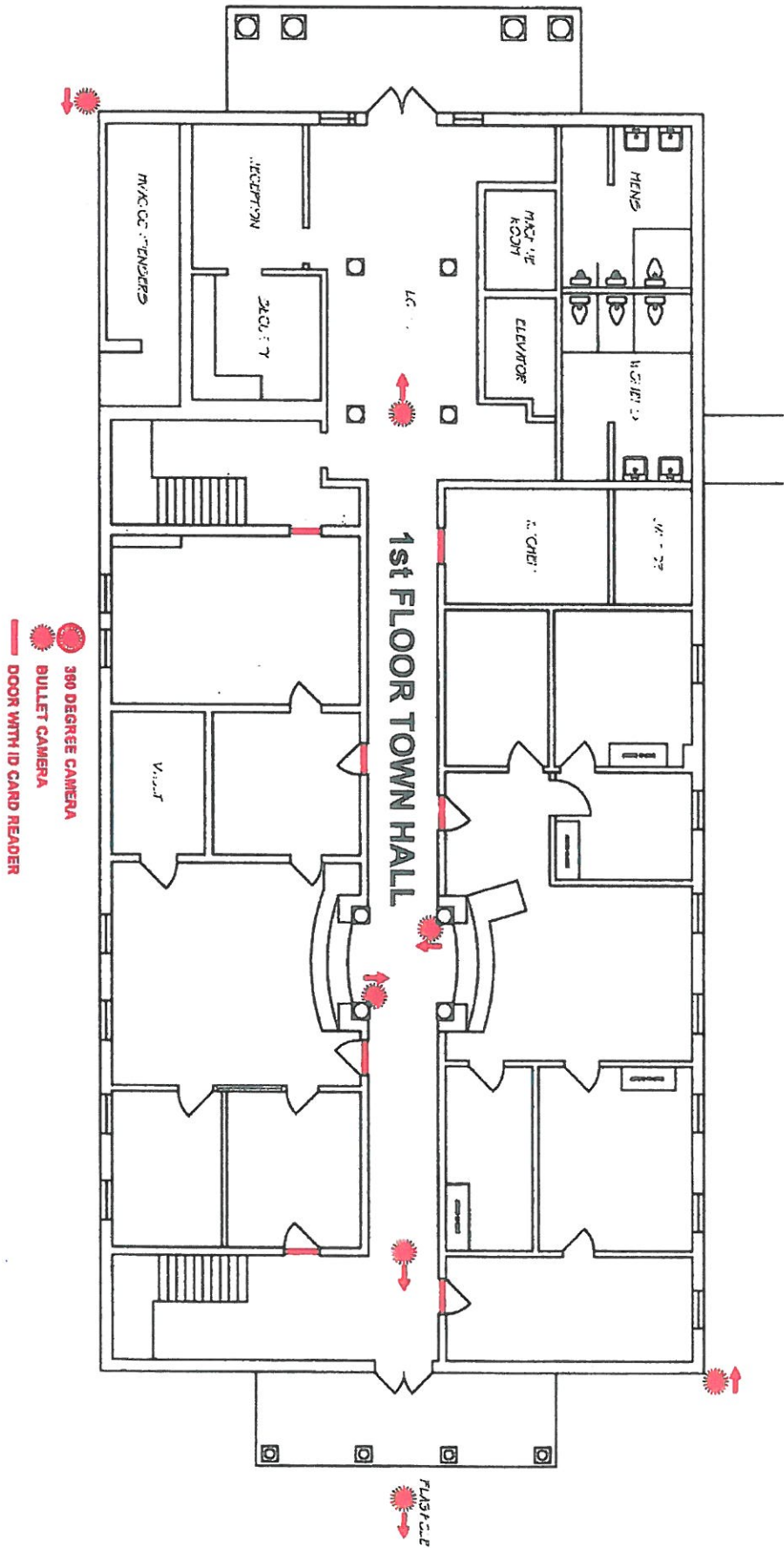
Date: 7/28/16

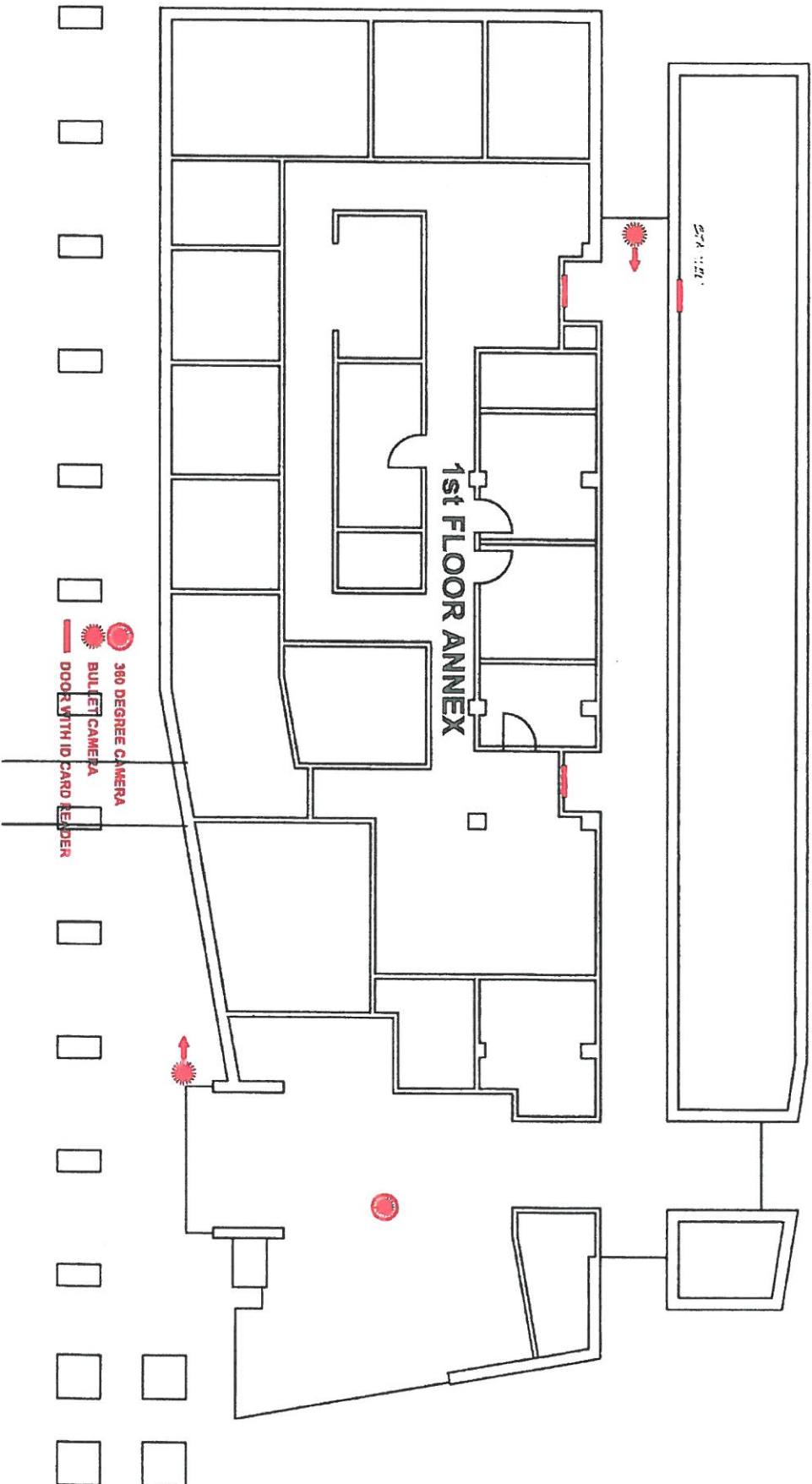
PETITION CHECK WORKSHEET		Statement of Purpose If candidate petition, enter name, office, and date of election.		Shall the municipality of Summerville change its form of government from council to mayor council?	
Date Petition Submitted		07/25/2016		Signatures on Petition	
				6028	
County	Charleston	<input checked="" type="checkbox"/>	Signatures Required		4345
Part I – Complete this section for all petitions. If using percentage method, report at least the first 500 signatures here and complete Part II for remaining signatures.					
A. Signatures Checked				357	
B. Signatures Rejected by Reason					
Signature missing					
Insufficient information to locate record					
Not a registered voter				26	
Not a resident of district / area				18	
Inactive voter				5	
Not the voter's signature				1	
Duplicate signature				2	
TOTAL				52	
C. Signatures Valid				305	
Part II – Complete this section only if using percentage method (for petitions with more than 500 signatures).					
D. Total Signatures to Which Percentage Method Applied					
E. Signatures Checked					
F. Signatures Rejected by Reason					
Signature missing					
Insufficient information to locate record					
Not a registered voter					
Not a resident of district / area					
Inactive voter					
Not the voter's signature					
Duplicate signature					
TOTAL				0	
G. Signatures Valid				0	
H. Signatures Valid via Percentage Method = $[(G \div E) \times D]$					
Total Signatures Valid = (C + any total from line H)				305	

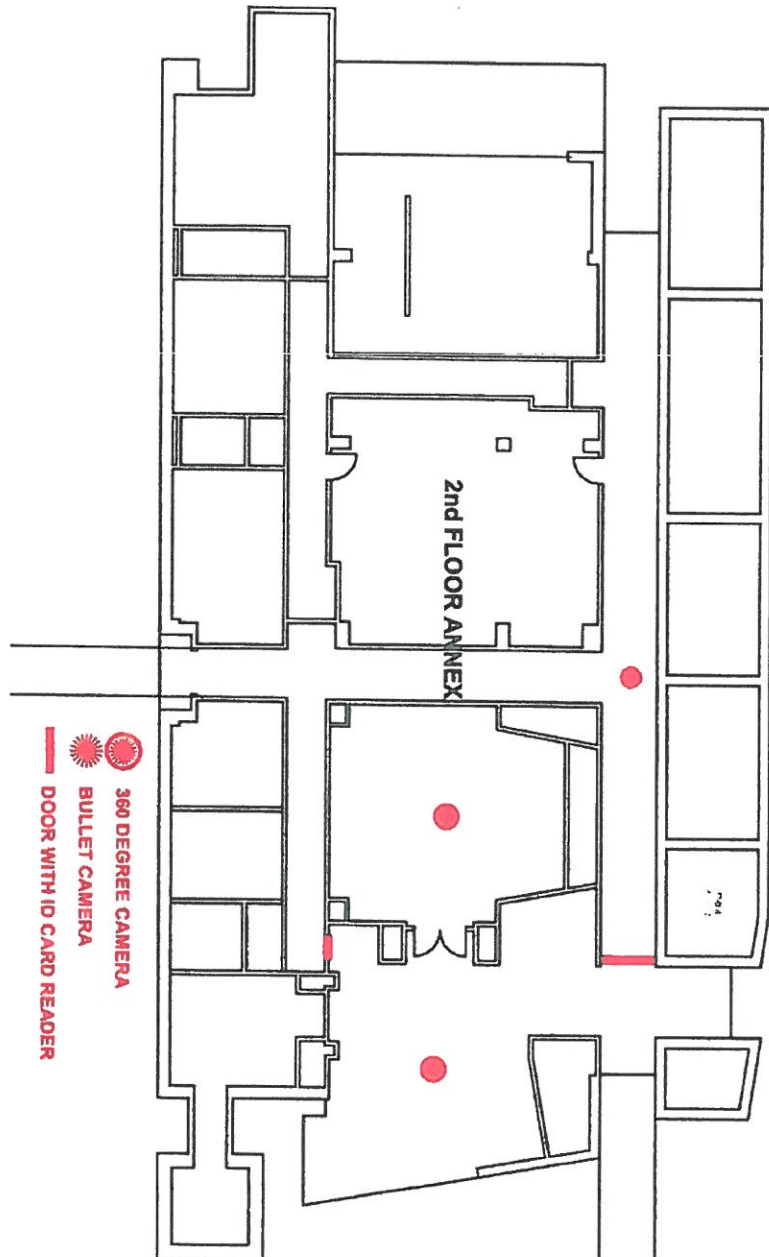
Signature of Official

Supervising Petition Check: 

Date: 8-8-15

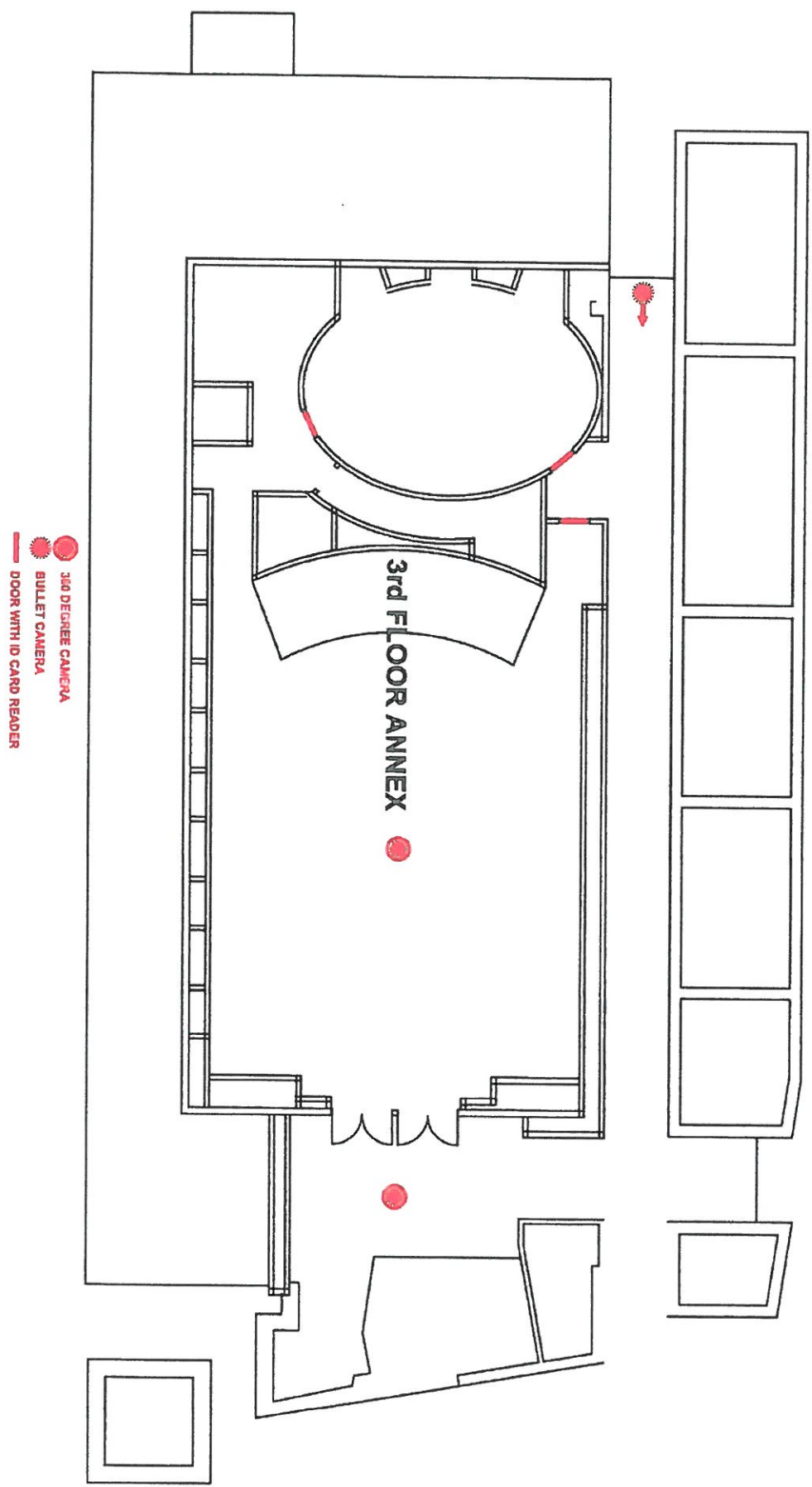






- 360 DEGREE CAMERA
- BULLET CAMERA
- DOOR WITH ID CARD READER





**A RESOLUTION AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY IN A
MULTI-COUNTY PARK FOR A PROJECT KNOWN TO THE TOWN AT THIS TIME
AS PROJECT BLUE, WITH RESPECT TO THE ESTABLISHMENT OF AN
INDUSTRIAL FACILITY LOCATED WITHIN THE TOWN LIMITS OF
SUMMERVILLE**

WHEREAS, Project Blue, a company organized and existing under the laws of the State of South Carolina (the "Company"), that manufactures and alters clothing, desires to expand their facilities and operations in the Town (the "Project" with such term including the land, building, improvements to the building, and equipment purchased, constructed and leased in connection with the Project), on the property described in Exhibit A attached hereto, such property being located within the Town of Summerville (the "Town"); and

WHEREAS, the Town is desirous of inducing the Company to expand its industrial facilities within the incorporated limits of the Town; and

WHEREAS, the Company anticipates total combined capital expenditures in the Project of approximately \$2,500,000.00 and the employment of approximately 15 additional individuals; and

NOW, THEREFORE, be it resolved by Town Council that the Town consents to the inclusion of the Project in a multi-county industrial park pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, pending final approval of the Fee In Lieu of Taxes Agreement.

Further, the Mayor of the Town is herewith authorized to take all action and execute any documents necessary to accomplish the foregoing.

Adopted this _____ day of August, 2016

Mayor, Summerville, South Carolina

ATTEST:

Clerk, Summerville, South Carolina

EXHIBIT A

PROPERTY DESCRIPTIONS FOR PROJECT BLUE (DRAFT)

TMS# 232-00-01-127

ALL THAT PIECE, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in Mt. Pleasant, Charleston County, South Carolina, shown and designated as Lot 10, Phase I, Summerville Business Center, as shown on a plat entitled, "A SURVEY AND SUBDIVISION OF LOTS 10 AND 20 OF PHASE I OF THE SUMMERVILLE BUSINESS CENTER, LOCATED IN THE TOWN OF SUMMERVILLE, BERKELEY COUNTY, SOUTH CAROLINA "by Robert L. Frank, RLS #4177 dated November 4, 1998 and recorded in Plat Cabinet O at Page 13-0 in the RMC Office for Berkeley, South Carolina. SAID lot, piece, or parcel of land having such size, shape, location, dimensions, butting and boundings, courses and distances, as will by reference to said plat more fully and at large appear.

BEING a portion of the property conveyed to the Grantor herein by deed of W. C. Varn dated August 31, 1995 and recorded in the RMC Office for Berkeley County in Deed Book 736 at Page 271.

TMS# 232-00-01-128

Derivation: BEING a portion of the property conveyed to Tricom Associates, LLC by deed of Summerville Business Center, L.L.C. dated April 1, 1999 and recorded in the ROD Office for Berkeley County on April 5, 1999 in Book 1597 at Page 58; a portion of the property conveyed to Tricom Associates, L.L.C. by deed of Summerville Business Center, L.L.C. by deed dated April 15, 2002 and recorded in the ROD Office for Berkeley County on May 20, 2002 in Book 02743 at Page 114; a portion of the property being conveyed to Tricom Associates, L.L.C. by Quit-Claim Deed of Summerville Business Center, L.L.C. by deed dated April 15, 2002 and recorded in the ROD Office for Berkeley County on May 20, 2002 in Book 02743 at Page 117; a portion of the property conveyed to Tricom Associates, L.L.C. by deed of Summerville Business Center, L.L.C. by deed dated June 2, 2003 and recorded in the ROD Office for Berkeley County on June 12, 2003 in Book 03359 at Page 89; and being a portion of the property conveyed to Tricom Associates, L.L.C. by deed of Summerville Business Center, L.L.C. dated March 31, 2005 and recorded in the ROD Office for Berkeley County on April 7, 2005 in Book 04626 at 215.

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

I, the undersigned, Clerk of the Town of Summerville, South Carolina, DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of a Resolution unanimously adopted by the said Town Council, having been read at a duly called and regularly held meeting at which a quorum attended and remained throughout on August _____ 2016.

That the said Resolution is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this _____ day of August, 2016.

Clerk, Summerville, South Carolina